# EXHIBIT B (Standard Agreement)

#### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### 1. Payment

Contractor may request one working capital advance in an amount equal to fifty percent (50%) of the amount of the total consideration as described in Std. 213, item 3. of this Agreement. The remainder will be paid upon completion of the outcomes projected on the Disaster Preparedness Work Plan-Progress Report CSD Form 631 and submission of the CSBG Expenditure Report CSD 425 ER. based on actual expenditures.

#### 2. Advance Payment

If Contractor receives a 50% advance, the advance will be repaid when the Contractor provides an expenditure report, for the full amount of the contract, with the completion of the outcomes report.

### 3. <u>State Budget Contingency</u>

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. Should the Department receive official notice that only partial Federal funding amounts for the second year interval are available, the Contractor will be notified by the Department on the limitations of spending the consideration stated in the Agreement.

#### 4. <u>Federal Budget Contingency</u>

- A. It is mutually understood that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions,

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limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any such reduction in funds.
- D. The State has the option to invalidate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any such reduction in funds.

### 5. Reporting Requirements

Contractor is under the obligation to fully complete the outcomes projected on Disaster Preparedness Work Plan-Progress Report CSD form 631. Only when Contractor has completed outcomes, Contractor will be allowed to provide CSD with expenditure reports for the full amount of the contract and receive funds. For the Contractor who received a 50% advance, the expenditure report for the full amount of the contract will allow contractor to receive the remainder 50% of the contract amount. For the contractor who did not receive a 50% advance, the expenditure report will allow contractor to receive 100% of the contract amount.

#### 6. Close-Out Report

For the purposes of this Agreement, the final programmatic report submitted as part of this Agreement will serve as the Close-Out Report.

#### 7. Schedule of Attachments

The following attachments to this exhibit are hereby incorporated by this reference.

Attachment I	CSBG FISCAL DATA
CSBG Contract Budget (Summary) Budget Support	CSD 425.S (Rev. 08/07) CSD 425.1.1(Rev. 08/07) CSD 425.1.2(Rev. 08/07)
Attachment II	CSBG PROGRAM DATA
Disaster Preparedness-Work Plan/Progress Report	CSD 631 (Rev. 08/07)

<sup>\\</sup>Cobra\Shared\Contracts\Community Services Block Grant\Disaster Preparedness Contracts\2007 Disaster Preparedness Exhibit B, Budget Detal and Payment Provision.doc

(2007 Disaster Preparedness)

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## ATTACHMENT I

CSBG FISCAL DATA

CSBG Contract Budget (Summary) Budget Support

CSD 425.S (Rev. 08/07) CSD 425.1.1(Rev. 08/07) CSD 425.1.2(Rev. 08/07)

(2007 Disaster Preparedness)

# EXHIBIT B (Standard Agreement)

## ATTACHMENT II

# CSBG PROGRAM DATA

Disaster Preparedness-Work Plan/Progress Report CSD 631 (New. 08/07)